

LAND FOR SALE

INVITATION FOR BIDS (IFB)

THE U.S. FOREST SERVICE AND THE U.S. GENERAL SERVICES ADMINISTRATION ARE OFFERING
NATIONAL FOREST PROPERTY IN BEAUTIFUL CENTRAL OREGON

TRACT C LANDS

945 acres of unimproved Deschutes National Forest lands, about 17 miles south of Bend, Oregon, will be sold in 4 parcels.

AUCTION SUMMARY

Sale Type:	Online Auction
Start Date:	May 30, 2006
End Date:	TBA, based on bidding activity

Required Minimum Opening Bids:

Parcel A:	617.27 acres	<u>\$700,000</u>
Parcel B:	103.85 acres	<u>\$175,000</u>
Parcel C:	183.25 acres	<u>\$250,000</u>
Parcel D:	40.19 acres	<u>\$125,000</u>

Registration Deposit:

Parcel A:	<u>\$75,000</u>
Parcel B:	<u>\$20,000</u>
Parcel C:	<u>\$25,000</u>
Parcel D:	<u>\$15,000</u>

Minimum Bid Increase Increment:

Parcel A	<u>\$25,000</u>
Parcels B and C:	<u>\$10,000</u>
Parcel D	<u>\$5,000</u>

IMPORTANT NOTICE !!

Required bid deposit and minimum opening bid (initial offer) must be submitted to:

General Services Administration
Real Property Disposal Office (9PRF-10)
400 15th Street SW
Auburn, WA 98001-6599
(253) 931-7547

Bids are opened daily, starting May 30, 2006.

If you wish to hand deliver a bid, enter the white GSA office building at the 15th Street SW main entrance. Use the telephone in the lobby to call extension 7547 and you will be directed to the appropriate location.

After the initial offer with required bid deposit has been submitted by mail or in person (cashier check, bank/postal order, certified check or credit card), any increases should be transmitted online following the guidelines in the Special Terms of Sale.

Results of Each Day's Bid Opening

Bids will be posted on the auction site at **www.auctionrp.com**

Contacts & Additional Information

If after reading this Invitation for Bids you have questions about the property, or would like to review the preliminary title report, Federal land status report, hazardous substance report, or other public documentation, please contact the Forest Service representative:

Diana Hsieh (541) 383-5527, dhsieh@fs.fed.us, 1001 SW Emkay Drive, Bend, OR 97702

If you have questions about the bidding process, bid forms, terms of sale, or instructions to bidders, please contact the GSA representative:

Lisa Roundtree (253) 931-7709, or Lisa.Roundtree@gsa.gov

GSA Web page:

<http://propertydisposal.gsa.gov>

Online Auction:

www.auctionrp.com

Additional information about the Deschutes National Forest can be obtained from the website:

<http://www.fs.fed.us/r6/centraloregon>

Forest Land Surveyor (landlines, property boundaries, survey information, acreages):

Walt Miller (541) 383-5619

Deschutes County Community Development (land use and zoning):

(541) 388-6575; www.co.deschutes.or.us

Deschutes County Public Works Director: Tom Blust (541) 322-7105; general receptionist 388-6581

Property Location: Approximately 17 – 21 miles south of Bend, Oregon, within T. 20 S., R. 11 E., sections 8, 9, 16, 17, 20, and 21 T. 20 S., R. 10 E. (Parcels A-C), and T. 20 S., R. 10 E., sec. 25 (Parcel D) all in Deschutes County.

Assessor Tax Parcels **Parcels A-C:** part of Tax Lot 100 in T. 20 S., R. 11 E.
 Parcel D: Tax Lot 1901 in T. 20 S., R. 10 E.

Invitation for Bids (IFB)

Auction bids for the purchase of the real property described in this Invitation for Bids will be received and then publicly opened starting May 30, 2006 at the Real Property Disposal Office, General Services Administration, 400 15th Street SW, Auburn, Washington 98001. Bids may be submitted for an individual parcel or for any combination of parcels. The Forest Service is required to obtain market value for the property and reserves the right to reject any and all bids.

See Special Terms of Sale – Item No. 10, for Bidding over the Internet.

Bids may not be accepted if they are not in full compliance with this Invitation (including all attachments).

Inspection of the Property

Maps and driving directions to the parcel properties are enclosed. You are invited and encouraged to inspect the property and make your own assessment of the property conditions prior to submitting a bid. Failure to inspect the property or to be fully informed as to the condition of any or all of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

You may inspect the property anytime. If there is enough interest, a tour(s) of the property may be scheduled. Please contact the Forest Service representative listed on page 1 if you are interested.

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PROPERTY DESCRIPTION

Setting

These lands are located in Central Oregon, one of the hottest real estate markets on the west coast. 904 acres (Vandevert tract) is located just south of the prestigious resort community of Sunriver. The upscale golf community of Crosswater and the first class Vandevert Ranch community lie to the west. Sunriver Resort Limited Partnership is developing a new resort community, Caldera Springs, immediately west of Parcel A. 203 of 206 lots, priced between \$ 235,000 to \$ 475,000, sold in one weekend last winter (www.bendbulletin.com) Secluded rural homesites are scattered on other private lands throughout the area.

Beautiful scenery, four season recreation opportunities, private golf courses, custom homes, resort accommodations, and visitor amenities, make this area of central Oregon a popular area for visitors and full time residents. The nearby Deschutes National Forest and the Deschutes and Little Deschutes rivers contribute to the appeal for visitor lodging, second homes, and permanent residences.

Location and Description

Two separate tracts of undeveloped National Forest land comprising a total of approximately 945 acres are available for sale by competitive bid as 4 separate bid parcel items. Refer to the attached map for tract and parcel locations.

The **Vandevert tract** (Parcels A, B and C) is approximately 17 miles south of Bend, Oregon, and is 904 acres in size. It is located in portions of Sections 8, 9, 16, 17, 20, and 21 in T. 20 S., R. 11 E., W.M. This parcel is irregularly shaped, and lies north and south of Vandevert Road. A strip of land owned by Burlington Northern Sante Fe Railroad forms the eastern boundary. Other than a small segment that adjoins National Forest land on the south end of the tract, the property adjoins private lands. This tract is being offered in 3 parcels as 3 separate bid items.

- **Parcel A (North Vandevert Parcel)** consists of approximately 617 acres north of Vandevert Road
- **Parcel B (Southwest Vandevert Parcel)** consists of approximately 104 acres south of Vandevert Road and west of Blue Eagle Road
- **Parcel C (Southeast Vandevert Parcel)** consists of approximately 183 acres south of Vandevert Road and east of Blue Eagle Road.

The **Foster Road tract** (Parcel D) is approximately 21 miles south of Bend, Oregon:

- **Parcel D** consists of approximately 40 acres lying on both sides of Foster Road. It is about 5 miles southwest of Sunriver, Oregon. It is located in the SW¹/₄SW¹/₄ of Section 25, T. 20 S., R. 10 E., W.M., approximately 1 mile south of South Century Drive/Cascades Lakes Highway. Foster Road runs through the middle of the property, providing access from South Century Drive. Private lands surround this parcel on three sides; the west boundary adjoins National Forest land.

Parcel Legal Descriptions:

Parcel A:

T. 20 S., R. 11 E., Willamette Meridian

Section 8

E1/2W1/2NE1/4,

E1/2NE1/4, all that portion lying west of the Burlington Northern-Santa Fe (BN-SF) fee right-of-way,
E1/2SE1/4.

Section 9

SW1/4NW1/4, all that portion lying west of the BN-SF fee right-of-way,
W1/2SW1/4, all that portion lying west of the BN-SF fee right-of-way.

Section 16

W1/2, all that portion lying west of the BN-SF fee right-of-way and north of the centerline of Vandever Road.

Section 17

NE1/4NE1/4,
S1/2NE1/4,
E1/2SW1/4, all that portion lying north of the centerline of Vandever Road,
SE1/4, all that portion lying north of the centerline of Vandever Road.

The land described contains 617.27 acres, more or less.

Parcel B:

T. 20 S., R. 11 E., Willamette Meridian

Section 17:

S1/2SW1/4 all that portion lying south of the centerline of Vandever Road,
SE1/4 all that portion lying south of the centerline of Vandever Road and west of the centerline of Blue Eagle Rd.

Section 20:

E1/2NW14.

The land described contains 103.85 acres, more or less.

Parcel C:

T. 20 S., R. 11 E., Williamette Meridian

Section 16

W1/2, all that portion lying west of the Burlington Northern-Santa Fe (BN-SF) fee right-of-way and south of the centerline of Vandever Road.

Section 17

SE1/4, all that portion lying south of the centerline of Vandever Road and east of the centerline of Blue Eagle Road.

Section 20

E1/2E1/2, all that portion lying west of the BN-SF fee right-of-way.

Section 21

NW1/4NW1/4, all that portion lying west of the BN-SF fee right-of-way.

The land described contains 183.25 acres, more or less.

Parcel D:

T. 20 S., R. 10 E., Willamette Meridian

Section 25 SW1/4SW1/4

The land described contains 40.19 acres, more or less.

Parcel D will be subject to the following reservation:

EXCEPTING AND RESERVING TO THE UNITED STATES and its assigns from the land so granted, a restrictive covenant for protection of a wetland area, as defined in Executive Order 11990, located on a 4-acre portion of the property described within the N1/2NW1/4SW1/4SW1/4 of Section 25, T. 20 S., R. 10 E., W.M., as shown on Exhibit “A” attached hereto and made a part hereof. This area may not be drained, dredged, channelized, filled, diked, or managed in a fashion so as to change the natural elements of the wetland. Any development of use on this wetland and adjacent lands as identified on Exhibit “A” must fully comply with applicable Federal, State and local regulations for subdivisions, sanitation and water pollution control. The United States, its authorized representatives and/or assigns, reserves the right to go upon this area to inspect for violations of the above conditions and restrictions.

Background and History

The properties were grouped and identified as “Tract C” in Public Law 106-526 (the Bend Pine Nursery Land Conveyance Act), which gives the Forest Service special authority to sell these and other specified lands. This Act was signed into law in November 2000. Conveyance out of federal ownership would consolidate land ownership patterns in the area and eliminate approximately 945 acres of National Forest lands that are separated and isolated from larger blocks of National Forest lands and difficult to manage for National Forest purposes. Most of the Vandever tract was acquired in a land exchange with Shevlin-Hixon Lumber Company in 1944, except for 80 acres which were acquired in an exchange with Deschutes County in 1942. The Foster Road parcel was proclaimed National Forest in 1938.

Vegetation

The 904-acre Vandever tract is dominated by a mixed forest of 60 to 80 year old lodgepole and ponderosa pine of various sizes arranged in small groups and thickets, with about 25 percent being almost purely lodgepole pine. A few larger ponderosa pine trees left from early harvests are quite distinct above the younger and smaller trees. Understory vegetation is comprised of bitterbrush and bunchgrasses, and is most vigorous where the forest canopy is less dense. The Vandever tract is fairly evenly timbered, with timber volumes averaging 5,000 to 7,000 board feet per acre.

Almost two thirds of the 40-acre Foster Road Parcel D is dominated by second-growth lodgepole pine trees. Vegetation beneath the canopy and in open areas includes bitterbrush, sagebrush and bunchgrasses. The trees are generally small and range in size from seedlings to 12 inches in diameter, with a few larger trees present.

Occasional ponderosa pine trees are scattered throughout the parcel. The remaining third of the Foster Road parcel was thinned in 1997, leaving the largest and healthiest trees. Timber volumes average less than 2,000 board feet per acre.

Note: Parcel A contains a deck of logs, piled near the powerline right-of-way. The trees belong to the United States and will be removed prior to the sale closing.

Driving Directions and Access

The Vandever tract is most easily accessed by turning west on Vandever Road from U.S. Highway 97, approximately 17 miles south of Bend. This junction is well signed, and is one turnoff south of the main Sunriver entrance road. Unimproved Forest Service Roads or trails provide access to the interior of Parcels A, B, and C. Parcels B and C can be accessed from Vandever Road or Blue Eagle Road, which is also a signed road.

The Foster Road Parcel (Parcel D), can be accessed by continuing west on Vandever Road to its intersection with South Century Drive. From this intersection, turn left (south) for approximately 1 mile, to the South Century Drive/Cascade Lakes Highway junction. Turn right (west), and travel approximately 1.3 miles to Foster Road, a signed road on your left. Turn left (south) onto Foster Road, and drive approximately 1.2 miles to the east property line of Parcel D. This line is marked by a National Forest property boundary sign on each side of Foster Road.

There will be "For Sale" signs posted on the properties.
Please respect private property.

LAND USE

Utilities and Roads

There are several existing utility uses authorized by the Forest Service by special use permit, as well as road easements granted to Deschutes County on the properties. The 3 utility companies with permits are: Midstate Electric Cooperative (powerlines), Qwest (telephone and fiber optic lines) and cable television (Chamber Cable). These utility uses and their maintenance access roads will need to be continued when the properties leave federal ownership. The buyer will be responsible to grant easements to the utility companies at the time of closing.

Refer to the enclosed "Special Use Permits" map:

Parcel A: An overhead powerline runs north-south, with a buried fiber optic line located within the same right-of-way. An overhead powerline runs east-west along the north line of the parcel, again with a buried fiber optic line within a portion of the same right-of-way. There is a buried power line that runs east-west along the north side of Vandever Road.

Parcel B: A buried telephone line is located along the south side of Vandever Road, and, another buried telephone line spurs off this along Blue Eagle Road. A short segment of a buried television cable is located in the southwest portion of the parcel, as well as another buried fiber optic line, both running near S. Century Drive.

Parcel C: A buried telephone line is located along the south side of Vandever Road, as well as another buried telephone line along Blue Eagle Road. The same powerline/fiber optic right-of-way in Parcel A is also located in Parcel C. Just south of the south boundary of Parcel C is an east-west aerial powerline; while the line itself is not within Parcel C a portion of its access road is.

Some interior roads in the Vandever tract were created by utility companies for maintenance of the powerline and telephone cable. These service roads are adjacent to the utility lines and are authorized by the Forest Service for uses associated with maintenance of the utilities.

Parcel D has no special use permits.

The road adjacent to the railroad track may be used by Burlington Northern Sante Fe Railroad for track maintenance, although at least some, if not all, of the road is on National Forest land. There is no permit or easement issued by the Forest Service to the railroad for use of this road.

Three public road easements have been granted by the Forest Service to Deschutes County. One was issued in 1970 for Vandever Road and South Century Drive, another was issued in 1976 for Blue Eagle Road, and the third easement was issued to the county in 2003 for Foster Road. Beaver Road District, serving a group of private residences, has been responsible for maintenance of Foster Road.

The Oregon Department of Transportation (ODOT) is constructing a new interchange at the junction of Highway 97 and Road 40, the main Sunriver entrance road, to improve safety and improve traffic flow. A new east-west road for access to Caldera Springs Resort is planned at the Resorts' north end. Deschutes County has expressed interest in extending this planned road through the north end of Parcel A, and may request an easement in the future. For more information on this project, please contact Tom Blust, the Deschutes County Public Works Director, listed on p. 1 of this IFB.

Utility Services and Testing

All parcels are undeveloped lands, and there are no water, sewer, electric or other utility services currently provided on site.

The Forest Service will not conduct or fund testing for septic systems, water availability or other environmental testing. If a purchaser desires these services, they are to be acquired at the purchaser's expense. The purchaser will need to contact the Forest Service representative listed on page 1 to make arrangements.

Boundary and Landline Survey

The exterior boundary of the entire 904-acre Vandever tract has been surveyed. See the Deschutes County Record of Survey No. 4418, recorded 1/21/1985. It is posted with signs identifying the National Forest land. However, signs are posted infrequently in some places. The boundaries separating parcels B, C, and D have not been surveyed by the Forest Service, although they have been described using the centerlines for Vandever Road and Blue Eagle Road, and the western boundary of the Burlington Northern railroad tracks.

The boundary of Parcel D has been surveyed. The Bureau of Land Management performed a Dependent Resurvey, dated 1/20/2004, and recorded as Deschutes County Survey No. 15750. The Forest Service completed a Record of Survey, dated June 4, 2004, and recorded as Deschutes County Survey No. 15921. The boundaries of this Parcel, except for its west line, are posted with signs identifying the National Forest land. Again, signs are posted infrequently in some places.

Parcel B Existing Encroachment

In the southwestern corner of Parcel B there is an existing encroachment where a small portion of a private residence overlaps onto National Forest land. This encroachment is depicted as Detail A, on sheet 2 of County Survey No. 4418, previously recited, and is due to an earlier, erroneous survey. The landowner was notified of the encroachment but no further action has been taken by the Forest Service to resolve the situation. The

property is being sold “as is”, leaving the encroachment to be resolved as desired by the new owner instead of by the federal government.

Parcel D Existing Encroachment

A private residence located to the north of this parcel has some personal property located on the National Forest, including snowmobiles and personal vehicles. No permanent structures were observed encroaching.

Parcel D Overlap

There is an overlap into Sec. 36, T. 20 S., R. 10 E., as shown on Deschutes County Assessor’s Map, and referenced in the Field Notes of the Bureau of Land Management survey (County No. 15750). The overlap into section 36 is approximately 34 ft. north to south and 25 feet west to east, in the Pinewood Country Estates subdivision. The property is being sold “as is”. Any actions taken, such as a boundary line adjustment or additional survey work to resolve this overlap, are the responsibility of the new owner.

Floodplains and Wetlands

All 4 parcels fall within the Little and Upper Deschutes river drainages. The Little Deschutes River lies just west of Parcels A, B and C and the Deschutes River is located slightly further west. The Vandever tract is not within a floodplain and contains no wetlands.

Parcel D is situated between the two rivers but is not in a floodplain. There is a small wetland site in the northwest corner of the property that is an estimated 4 acres in size, and is associated with an old meander scar from the Deschutes River. This wetland will be protected through a restriction in the conveyance deed, as required by federal law. See the Parcel Legal Description section for the legal description of the wetland and the restrictive covenant to be included in the deed.

County Zoning

Bidders are encouraged and urged to conduct their own research and draw their own conclusions regarding future uses and zone changes. The Forest Service used several assumptions, based on information provided by the Deschutes County Development Department, in the 2004 Environmental Assessment. However, these assumptions were developed to estimate foreseeable future uses for the purpose of estimating effects of the project.

- The Vandever tract (Parcels A-C) is currently zoned by Deschutes County as Forest Use, F-1. (Most National Forest parcels in Deschutes County are zoned F-1). The purpose of this zone is to conserve forest lands.
- The Vandever tract is also in a Wildlife Area, as defined by Deschutes County, meaning that development would have to consider wildlife values.
- The area within Parcel A is potentially suitable for “large tract dwellings”. This means that single-family home sites on lots at least 240 acres in size could be sited.
- Destination resorts are not allowed under F-1 zoning, but it is feasible and reasonable that county approval could ultimately be acquired to extend the Destination Resort zoning to include Parcel A, if pursued by the property owner.
- Parcel B and C are potentially suitable for “template dwellings”. This means that single-family dwellings, at least 80 acres in size, could potentially be sited on these properties.
- Parcel D is currently zoned by Deschutes County as Rural Residential, RR-10, which allows for development of rural residences on lots at least 10 acres in size.
- Parcel D is also subject to a Wildlife Area overlay, which means that rural residences need to conform to the requirements of a “cluster development” in order to protect or benefit wildlife.

Future land uses will be under the jurisdiction of county and state regulations and zoning requirements. For more information and to verify the information provided, bidders can contact the Deschutes County Community Development Department at the phone # or website listed on p. 1 of this IFB.

Verification of present zoning and determination of permitted uses shall be the responsibility of the bidder and the USDA Forest Service makes no representation in regard thereto. The USDA Forest Service does not guarantee that any zoning information is accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from the Invitation for Bids or Sales Agreement.

OTHER NOTICES AND COVENANTS

Compliance with the National Environmental Policy Act (NEPA)

An Environmental Assessment was prepared in compliance with NEPA by the Deschutes National Forest in May, 2004. A Decision Notice was issued by the Regional Forester for the Pacific Northwest Region in October, 2004, describing the decision to offer the properties for sale in a competitive bid process. These documents provide history and information associated with conveying the properties out of federal ownership, and are available on the Deschutes National Forest website at www.fs.fed.us/r6/centraloregon/projects/units/bendrock//tractc.

Purchaser's Responsibilities for Land Use

The purchaser is responsible for local and state land use approvals, partitions, lot line adjustments, and any other documentation or actions that may be required or desired in order to purchase or use the properties. It is also the purchaser's responsibility to ensure that their desired use is compatible or could be made compatible, with local land use rules, regulations, and zoning.

Purchaser's Responsibilities for Existing Road and Utility Easements and Permitted Uses

The purchaser is responsible for the preparation of easements, agreements, and any other new documentation to ensure that roads and utilities presently authorized by the Forest Service will continue to be used in a similar manner. The purchaser will need to work directly with the third parties to ensure their continued use of the lands. The Forest Service will provide copies of existing documentation to assist with this effort.

Purchaser's Responsibilities for Land Surveys, Partitions, and Establishing Legal Lots

The properties being sold will be separated out of larger tracts of federal land, described in accordance with U.S. Government surveys. Parcels A-C are portions of a tax lot and Parcel D is a complete tax lot delineated by Deschutes County. The Forest Service is not required to conform to county land use and can sell parcels of any size and configuration, so it is the purchaser's responsibility to ensure that the purchased parcel would be accepted as a legal lot of record by Deschutes County. Any boundary surveys, partitions, lot line adjustments, or other documentation, expenses, or requirements to purchase, establish, use, and develop legal lots are the sole responsibility of the purchaser. The overlap in Parcel D, previously described, is the responsibility of the purchaser to resolve if so desired.

Encroachments or Trespass

The properties are being sold "as is". The known encroachment located in the southwestern part of Parcel B, as well as Parcel D, will need to be resolved as desired by the new owner instead of by the federal government. There are no other encroachments known to exist, but if any are identified after the property leaves federal ownership, it will be the responsibility of the purchaser to remedy or take other action. The Forest Service takes

no responsibility or liability for encroachments or trespass, either known or unknown at the time of advertising and sale.

Hazardous Substance Notification

The properties have been examined for the presence of hazardous substances and petroleum products as required by Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and Forest Service Manual 2160, "Hazardous Materials Management". No hazardous materials have been found on the parcels, and there is no known threat to public health or safety. The inspection report is available upon request. By submitting a bid for the property, bidders acknowledge that they were given the opportunity to obtain a copy of the report.

The properties will be conveyed free of hazardous materials, although there may be some non-hazardous garbage and debris on the property at the time of conveyance. It will be the responsibility of the purchaser(s) to remove any unwanted materials and take action to prevent future dumping.

Wetland Notification

The described wetland in Parcel D will be protected through a restriction in the conveyance deed, as required by federal law. Executive Order 11990 provides that when federally-owned wetlands are prepared for disposal to non-federal parties, the federal agency "...shall (a) reference in the conveyance those uses that are restricted under identified federal, state, or local wetlands regulations; and (b) attach other appropriate restrictions to the uses of properties by the grantee or purchaser and any successor...."

Heritage Resources

A cultural resource inventory has been completed by the Forest Service for both tracts of land, and seventeen historic or cultural sites were identified in Parcel A. One of these sites was determined to be eligible to the National Register and will therefore require mitigation of adverse effects. This site has cultural and historic components associated with 1920's railroad logging in the area. As required for federal lands, consultation and coordination with the Oregon State Historic Preservation Office (SHPO) is ongoing, and a Historic Properties Treatment Plan has been prepared in consultation with the SHPO and the Forest Service. The Forest Service and its contractors are solely responsible for implementing the Treatment Plan mitigation.

The historic and archaeological field work associated with the Treatment Plan will be completed by July 30, 2006. No cultural resource related restrictive covenants will be contained in the conveyance deeds.

Title Documentation and Closing:

The USDA Forest Service has title to this property and will not obtain or provide a title insurance policy. A preliminary title report, prepared by First American Title Insurance Company of Oregon, 141 NW Greenwood Avenue, Bend, Oregon 97701, is available for review upon request. In addition, a Federal Land Status report, describing the property, how it was acquired, and encumbrances is available upon request. The USDA Forest Service does not guaranty the accuracy of these reports. Title will be conveyed by Forest Service quitclaim deeds for Parcels A, B, and C, and by patent issued by the Bureau of Land Management for Parcel D.

The United States does not warrant title to these properties; however, at closing, title to the property should be free and clear of all exceptions to title, liens, easements, covenants, restrictions, encumbrances, etc, except those that will be shown on the deed to be issued to the property. The purchaser may obtain a title policy at their own expense if they chose to do so. An escrow company will be used to assist in the closing of these sales. The purchaser will be responsible for all escrow and closing fees.

Special Notice:

The descriptions of the property set forth in this Invitation for Bids (Offer to Purchase) and any other information provided therein with respect to said property are based on information available to the USDA Forest Service and are believed to be correct. Any error or omission shall not constitute grounds or reason for non-performance of the contracts of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

Bidders are reminded that the property is offered for sale and will be sold “As is” and “Where is” without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

In the event the purchaser fails to consummate the transaction, the USDA Forest Service may retain the bid deposit as liquidated damages, or the bid deposit may be returned to the purchaser, or the USDA Forest Service may sue for specific performance, all at the USDA Forest Service’s discretion.

SPECIAL TERMS OF SALE

1. Bid Deposits – Terms

The Government Agency holding title for this property in this IFB is the U.S.D.A. Forest Service, who may be referred to as the "Government agency holding title".

Bids to purchase must be on a cash basis only. No government credit terms are available. We have no information on the availability of private financing or on the suitability of this property for financing. A bid deposit (see below) is required on each sale parcel. A cashier's check, certified check, bank/postal money order, or **credit card** may be used. The Pay to the Order of should be made out to: "USDA Forest Service or (then insert your name)". The full balance of the purchase price is payable within sixty (60) days after award, at the close of escrow. The full bid deposit that you forwarded will be applied towards payment of the purchase price.

<u>Location</u>	<u>Bid Deposit</u>
Tract C Lands Deschutes National Forest (previously described in this IFB)	
Minimum Bid Deposit:	
Parcel A	<u>\$75,000</u>
Parcel B	<u>\$20,000</u>
Parcel C	<u>\$25,000</u>
Parcel D	<u>\$15,000</u>

2. Return of Bid Deposits

Only the bid deposits from the two highest bidders must be held until an award decision is made by the U.S.D.A. Forest Service. The second high bid is a backup bid in case the high bidder is disqualified. All other bids and bid deposits will be returned within five (5) working days after the auction closes.

3. Bid Price – see Cover Sheet for Minimum Bid Price for each Parcel.

A minimum bid price has been set for each Parcel. Individual bids may be submitted for any parcel or combination of parcels. The Forest Service will not accept bids below the minimum bid price. The Forest Service is required to obtain market value for the property and reserves the right to reject any and all bids.

4. Type of Sale

The method of sale used here can best be described as a written auction. Some call it a candle sale or sale by candle. It is much like an oral auction except that instead of voice bids, written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by mail or register to bid over internet, and increase your bid by either mail or from your computer on the internet from your home or office. Bidding will take place over a couple of weeks or until sold. You can find out when new bids come in and what the high

bids are from our web page at auctionrp.com. When no bids have been received on the property for a period of time and the high bid is acceptable to the U.S.D.A. Forest Service, then the high bid will be accepted and the property sold. If you wait to bid it may be too late. Notice of when bidding will be closed is given on our web page. You need to pay close attention to the web page. See item # 9 below "First Call for Final Bids".

5. Bidding in General

Initial bids with proper bid deposit must be on bid forms applying to this sale and delivered to our office either in person, by mail, over the Internet or by express delivery. Initial bids (sealed bids) will be opened and posted on the web page whenever they are received. Bids will be received until the property is sold or bidding is closed. All bids are irrevocable for 60 days from the date received. The bid which represents the best return to the Government will be accepted. However, the Government reserves the right to reject any and all bids at any time for any reason. Once an award decision is made, no further bids will be considered. Additional bid forms are available from the GSA Auburn Office. Forms in the IFB may be photocopied and used.

6. Bidder ID Numbers

A user Identification (ID) number and password are used to register online and to place bids. If you register online at www.auctionrp.com you will be required to assign your own User ID (limited to eight (8) alphanumeric characters). The required password must be at least eight (8) characters and must include at least: a) one letter, b) one number, and c) one special character such as: !@#\$%^&*(). Since the user ID is used to publicly identify bids, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.

If you do not register online, a user ID number and password will be assigned to you. The User ID must be on the Bidder Statement when submitting bid increases by mail. The User ID number will be used to identify the bidders on the auction web page at www.auctionrp.com

7. Daily Bidding Results

The day's bid results are available (24 hours a day) on the auction site at auctionrp.com. Bid are posted by the close of business each business day.

8. Increasing Your Bid

If you learn from the web page that your bid was not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Increased bids must be on GSA bid forms. For Parcel A, increased bids must be at least \$25,000 more than the previous high bid in order to be considered. For Parcels B

and C, increased bids must be at least \$10,000 and for Parcel D, increased bids must be at least \$5,000. The Government

reserves the right to increase the bid increment at any time prior to the close of the sale.

9. First Call for Final Bids

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page. On that date, if no increased bid is received between 9 a.m. and 3 p.m. Pacific Time, then bidding will close at 3 p.m. and consideration will be given to selling the property to the high bidder. If an increased bid is received between those times, then bidding will be held over until the next business day on the same 9 a.m. to 3 p.m. terms. Eventually, no one will outbid the high bidder and bidding will close at 3 p.m. on that day. There is no advantage to waiting until 3 p.m. to bid. By bidding in the 11th hour, bidders run the risk that their bids may not get through the electronic media in time.

10. Bidding Over the Internet

The Special Terms of Sale above apply to bidding over the Internet with the following exceptions and conditions:

1. Bid Deposits - Deposits by cashiers check, bank/postal money order, certified check or credit card may be made following the instructions above. Deposits by credit card (either Visa or Mastercard) may be made over the Internet following instructions on the web page www.auctionrp.com. Upon submission of the required information, the credit card account will be verified and the amount will be charged immediately.

2. Registering to Bid – Registration may be done on the Internet following instructions on our web page at www.auctionrp.com. Once the bid deposit is received or the credit card has been charged, the bidder will be approved to bid.

3. Bid Form – If the high bidder at the close of bidding registered to bid over the Internet, then that high bidder must, within 48 hours after the bidding closes, submit a signed bid form for the property in the amount of the high bid. The bid form must be received by GSA within 5 business days. Failure to submit the signed bid form may result in loss of the bid deposit and a default judgment for the difference between the high bid and the second high bid. In such cases the property may be sold to the second high bidder.

4. Bidding – Bidders registered over the Internet can increase their bids over the Internet following the on-line instructions. If your bid is not accurately shown on the web page, then you must call us at 253-931-7547. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer.

GENERAL TERMS OF SALE

1. Term - "Invitation for Bids". The term "Invitation for Bids" as used herein refers to the foregoing invitation for Bids, and its complete contents and descriptions; the Instructions to Bidders; the General Terms of Sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

2. Descriptions in Invitation for Bids. The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the USDA Forest Service and the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. Inspection. Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction. Prior to submitting a bid, bidders should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures.

4. Condition of Property. The property is offered for sale and will be sold "As is" and "Where is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

5. Zoning. Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

6. Continuing Offers. Each bid received shall be deemed to be a continuing offer after the date of the bid unless the bid is accepted or rejected by the Government.

The high bidder may be subject to a background investigation by the Government agency holding title.

7. Possession.

a. Possession of the property will normally be granted effective on the date the full purchase price is credited to the proper Government account. The Government agency holding title shall determine the date of possession. The purchaser agrees to assume possession with all attendant rights and responsibilities. The conveyance document will be made effective the date possession is granted. If the purchaser fails to take actual possession (s)he shall be charged with having taken constructive possession. The word "possession" shall mean either actual physical possession or constructive possession.

b. Although by assuming possession under a. above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus one and one-half percent (1-1/2%) rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.

8. Taxes. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property.

9. Risk Of Loss. As of the date of assumption or possession of the property or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

In the event of a major loss or damage to the property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and the granting of possession to the successful bidder, such loss or damage shall not be considered grounds for invalidating the contract of sale; however, the loss in value to the property as a result of said major loss or damage may be considered in granting an allowance on the purchase price, such allowance to be determined by the Contracting Officer. In any case, with respect to any claim against the Government, the extreme measure of the Government's liability shall not in any event exceed refund of the purchase price or such portion thereof as the Government may have received.

GENERAL TERMS OF SALE, Continued

10. Insurance. The Government is not imposing any insurance requirements on the purchaser for the time period between award and possession.

11. Revocation Of Bid And Default. In the event of revocation of a bid after the opening of bids or conducting of an action but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

12. Government Liability. If this Invitation for Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligation as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

13. Title Evidence. Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

14. Title. If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed (Parcels A-C), patent (Parcel D) or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice. The USDA Forest Service requires the closing of the sale through escrow procedures, and shall prepare the escrow instructions, and execute and deposit in escrow a quitclaim deed (Parcels A – C) or patent (Parcel D) conveying the property to the purchaser. The United States does not warrant title to the property; however, at closing the property shall be free and clear of all exceptions to title, liens, easements, covenants restrictions, encumbrances, etc. ("Exceptions"), except those that will be shown on the deed to be issued to the property. It shall be a condition to purchaser's obligation to purchase the property that there be no other "Exceptions" at closing. The closing will be handled through escrow services provided by a title company acceptable to both parties. All closing costs, including but not limited to, recording charges, escrow fees, and miscellaneous closing charges shall be paid by the purchaser. After recordation of the conveyance deed, the

escrow agent will provide a copy of the recorded deed to both the USDA Forest Service and the Purchaser.

15. Tender Of Payment And Delivery Of Instrument Of Conveyance. The Government shall set a sale closing date. The balance of the purchase price must be submitted to the Government agency holding title within sixty days (60) days of the date of award unless otherwise stated. The successful bidder shall tender to the Government the balance of the purchase price by Cashiers check. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with paragraph 7 above.

16. Delayed Closing. The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus one and one-half percent (1 1/2%) rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

17. Documentary Stamps and Cost Of Recording. The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

18. Contract. The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

19. Officials Not To Benefit. No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

INSTRUCTIONS TO BIDDERS

1. Bid Form.

a. Bids must be submitted on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn by telegram prior to the time fixed in this Invitation for Bids for the opening of bids.

b. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.

c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.

d. In submitting a bid, only return the Bid Form. Retain all other documents, including one copy of the Bid Form, for your record.

2. Bid Envelopes. Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

3. Bid Executed On Behalf Of Bidder. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

b. Partnership. If the bidder is a partnership and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

4. Bid Deposit. The initial bid must be accompanied by a bid deposit in the form of a certified check, cashier's check, or bank/postal money order, or credit card charge, payable to the order of the Government agency holding title and the name of the bidder, so that either the Government agency or the bidder, if unsuccessful, may negotiate the draft. See "Special Terms of Sale, Bid Deposits-Terms" for further clarification.

Failure to provide the bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. After the award, action will be taken within 5 working days to return all bid deposits with the exception of the deposits from the two high bidders.

5. Additional Information. The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request, provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

6. Waiver Of Informalities Or Irregularities. The Government may, at its election, waive any minor informality or irregularity in bids received.

7. Acceptable Bid. A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

8. Notice Of Acceptance Or Rejection. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

BID FOR PURCHASE OF GOVERNMENT PROPERTY**Tract C Lands, Bend, Oregon**

Initial Bid	<input type="checkbox"/>
Increased Bid	<input type="checkbox"/>
(Please Check One)	

**To: General Services Administration, Real Property Disposal Office (9PRF-10),
GSA Center, 400 15th Street SW, Auburn, WA 98001-6599**

Subject to: (1) the Terms and Conditions of the Invitation for Bids identified above, and its schedule; (2) the Instructions to Bidders; and (3) the General Terms of Sale, all of which are incorporated as part of this bid, the undersigned bidder hereby offers and agrees, if this bid be accepted, within 60 calendar days after date of this bid, to purchase the property described in said Invitation for Bids for which bid price is entered below.

The initial bid must be accompanied by a bid deposit. The deposit amount is listed in Special Terms of Sale. *The deposit must be in the form of a certified check, cashier's check, bank/postal money order or credit card. Do not use personal or company checks. All checks payable to "U.S. D.A. Forest Service)".*

Parcel A - Amount Bid \$ _____ **Spelled Out** _____

Parcel B - Amount Bid \$ _____ **Spelled Out** _____

Parcel C - Amount Bid \$ _____ **Spelled Out** _____

Parcel D - Amount Bid \$ _____ **Spelled Out** _____

Enclosed bid deposit amount \$ _____

In the event this bid is accepted, the deed should name the following as grantee(s):

Indicate above the manner in which title is to be taken (e.g., husband and wife; joint tenants; tenants in common). Include addresses. Indicate marital status. Include name of spouse if to be named as grantee. If deed is to be made to partnership, provide partnership name. If deed is to be made to partners, provide names of partners.

Bidder Represents that (s)he operates as (check appropriate box):

- ☐ an individual
- ☐ an individual doing business as _____
- ☐ a partnership consisting of (include full names of all partners) _____

- ☐ a corporation incorporated in the State of _____
- ☐ a trustee or an agent with recorded power of attorney acting for _____

Signature Of Bidder:

Name _____ Date _____

Address _____

City/State/Zip _____ Telephone (____) _____

Bidder ID Number _____ (will be assigned) E-Mail Address _____

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BID DEPOSIT BY CREDIT CARD

Tract C, Bend, Oregon

**To: General Services Administration, Real Property Disposal Office (9PRF-10),
GSA Center, 400 15th Street SW, Auburn, WA 98001-6599**

By completing this form you agree to abide by all the rules and regulations of this auction and the terms and conditions in this bid package and any addendums. You agree that your credit card will be charged the full amount of the deposit, as listed in the Special Terms of Sale, before you will be approved to bid. You further agree that if you are declared the high bidder for the sale and for any reason you do not follow through with purchase of the property, your deposit will not be refunded and you will not contest the charges with the credit card company.

Applicant's Last Name: _____**First Name:** _____ **M.I.:** _____

Address: _____

City: _____ State: _____ Zip Code: _____

Visa ☐ Master Card ☐

Card Number: _____ Expiration: _____

Name As It Appears On Card: _____

E-Mail Address: _____

Phone Number: _____

Fax Number: _____

Signature _____ Date _____

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